

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
RESIDENTIAL CAPITAL, LLC., <u>et al.</u>)	Case No. 12-12020 (MG)
)	
Debtors.)	Jointly Administered
)	

**STIPULATION AND ORDER
(A) STAYING PROSECUTION OF CERTAIN LITIGATION
AND DISCOVERY AGAINST PARTIES TO THE PLAN SUPPORT
AGREEMENT AND (B) TOLLING RELATED STATUTES OF LIMITATION**

Subject to Bankruptcy Court approval, this stipulation (the “*Stipulation*”) is made and entered into by, between and among Residential Capital, LLC (“*ResCap*”) and its debtor affiliates (collectively, the “*Debtors*”), Ally Financial Inc. (“*AFT*”) and its direct and indirect subsidiaries excluding the Debtors (collectively, “*Ally*”), the Official Committee of Unsecured Creditors (the “*Creditors’ Committee*”), and the Consenting Claimants (together with the Debtors, Ally, and the Creditors’ Committee, the “*Parties*”).¹ The Parties intend this Stipulation

¹ Capitalized terms used in this Stipulation without definition have the meaning ascribed to them in the plan support agreement [ECF No. 3814, Ex. 3] (the “*Plan Support Agreement*”) entered into amongst the Parties. The “*Consenting Claimants*” include AIG Asset Management (U.S.), LLC, as investment advisor for certain affiliated entities that have filed proofs of claim in the Debtors’ chapter 11 cases; Allstate Insurance Company and its subsidiaries and affiliates; Deutsche Bank National Trust Company and Deutsche Bank Trust Company Americas, each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts; Financial Guaranty Insurance Corporation; HSBC Bank USA, N.A., solely in its capacity as trustee in respect of certain of the RMBS Trusts; the Kessler Class Claimants; Law Debenture Trust Company of New York, solely in its capacity as separate trustee in respect of certain of the RMBS Trusts; Massachusetts Mutual Life Insurance Company and its subsidiaries and affiliates; MBIA Insurance Corporation and its subsidiaries and affiliates; certain funds and accounts managed by Paulson & Co. Inc.; Prudential Insurance Company of America and its subsidiaries and affiliates; the Steering Committee Consenting Claimants; certain holders of the Senior Unsecured Notes issued by ResCap; The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts; the Talcott Franklin Consenting Claimants; U.S. Bank National Association, solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts; Wells Fargo Bank, N.A., solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian and/or similar agency capacities in respect of certain of

to fulfill a condition in the Plan Support Agreement that the Creditors' Committee, Ally, and each Consenting Claimant stay all litigation (including contested motions) and discovery or the pursuit of any actual or potential Causes of Action pending against or subject to tolling agreements with, the Debtors or Ally, or the pursuit to obtain standing to pursue such litigation or any such Causes of Action (the "*Stayed Actions*").²

WHEREAS, venue of this proceeding in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

WHEREAS, the Parties entered into the Plan Support Agreement on or about May 13, 2013;

NOW THEREFORE, the Parties have reached the following agreement:

1. As long as the Plan Support Agreement has not been terminated (the "*Stay Period*"), each of the Parties agrees to stay all litigation (including contested motions) and discovery or the pursuit of any actual or potential Causes of Action pending against, or subject to tolling agreements with, the Debtors or Ally, or the pursuit to obtain standing to pursue such litigation or any such Causes of Action, except as specifically provided in paragraph 2 below.

2. Notwithstanding paragraph 1 above:

- a. the Kessler Class Claimants may continue to prosecute their class claims and the *Motion to Apply Bankruptcy Rule 7023 and to Certify Class Claims* [ECF No. 2044] as they deem necessary consistent with the Plan Support Agreement; and
- b. any Investor may continue to prosecute Causes of Action against any party other than Ally, the Debtors, or their respective Representatives.

the RMBS Trusts; and Wilmington Trust, National Association, not individually, but solely in its capacity as Indenture Trustee for the Senior Unsecured Notes issued by ResCap.

² Plan Support Agreement, § 4.1(d).

3. During the Stay Period, all Parties will preserve documents, data, and tangible things currently in their possession, custody, and control that are subject to discovery in the Stayed Actions.

4. The Parties agree to toll any statute or period of limitations, statute of repose, or other time-based limitations or defenses which might be asserted as a time bar and/or limitation to any claim that could be asserted against them by the Parties in those Stayed Actions during the Stay Period, and the Parties shall forbear bringing any lawsuits against the Parties during the Stay Period. Nothing in this Stipulation shall operate (or constitute an agreement or requirement) to revive or extend the time for filing any claim against a Party in any Cause of Action that is now time barred or barred by any applicable statute or period of limitations, statutes of repose, or other time-related defense as of the date of this Stipulation. Additionally, Ally agrees that all statutes of limitations for any Causes of Action against the Debtors or Ally relating to the Debtors (whether currently pending or tolled) that have not run prior to the date of entry into the Plan Support Agreement shall be tolled until 70-days following the termination of the Plan Support Agreement or the effective date of the Plan.

5. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

6. Except as specifically provided for herein, the Parties reserve all rights and defenses they may have in any Stayed Actions or the above-captioned bankruptcy case, and entry into this Stipulation shall not impair or otherwise affect such rights and defenses, and all such rights and defenses are expressly preserved.

7. This Stipulation is without prejudice to any further requests for an order pursuant to 11 U.S.C. §§ 362(a)(1) and/or 362(a)(3) extending the automatic stay imposed by 11 U.S.C.

§ 362(a) to the continued prosecution of the Stayed Actions against the Parties or, in the alternative, for entry of an order pursuant to 11 U.S.C. §105(a) enjoining and prohibiting the continued prosecution of the Stayed Actions against the Parties, or the right of any party to contest such requests.

8. Notwithstanding anything to the contrary herein, this Stipulation shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

[Remainder of page intentionally left blank]

Dated: June 10, 2013

RESIDENTIAL CAPITAL, LLC for itself and its
Debtor subsidiaries

By: Morrison & Foerster LLP

By: /s/ Stefan W. Engelhardt

Name: Stefan W. Engelhardt

Title: Counsel to the Debtors and Debtors in
Possession

Dated: June 10, 2013

ALLY FINANCIAL INC. on behalf of itself and its
subsidiaries and affiliates (excluding the Debtors
and their direct and indirect subsidiaries)

By: Kirkland & Ellis LLP

By: /s/ Ray C. Schrock

Name: Ray C. Schrock

Title: Counsel to the Ally Financial Inc. and Ally
Bank

Dated: June 10, 2013

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

By: Kramer Levin Naftalis & Frankel LLP

By: /s/ Kenneth H. Eckstein

Name: Kenneth H. Eckstein

Title: Counsel to the Official Committee of
Unsecured Creditors

Dated: June 10, 2013

AIG ASSET MANAGEMENT (U.S.), LLC, as
investment manager for certain affiliated funds and
accounts

By: Quinn Emanuel Urquhart & Sullivan, LLP

By: /s/ Scott Shelley

Name: Scott Shelley

Title: Counsel and Authorized Attorney-in-Fact
for AIG Asset Management (U.S.), LLC

Dated: June 10, 2013

ALLSTATE INVESTMENTS, LLC and
ALLSTATE INVESTMENT MANAGEMENT
COMPANY, as financial advisors to the Allstate
holder Investors, as their interests may appear

By: Quinn Emanuel Urquhart & Sullivan, LLP

By: /s/ Daniel L. Brockett

Name: Daniel L. Brockett

Title: Counsel and Authorized Attorney-in-Fact
for Allstate Insurance Company, Allstate
Life Insurance Company, Allstate Bank
(f/k/a Allstate Federal Savings Bank),
Allstate New Jersey Insurance Company,
American Heritage Life Insurance
Company, First Colonial Insurance
Company, Allstate Life Insurance Company
of New York and Allstate Retirement Plan

Dated: June 10, 2013

FINANCIAL GUARANTY INSURANCE
COMPANY

By: BENJAMIN M. LAWSKY
Superintendent of Financial Services of the
State of New York, as Rehabilitator of
Financial Guaranty Insurance Company

By: Peter A. Giacone
Name: Peter A. Giacone
Title: Chief Financial Officer and Agent of
Benjamin M. Lawskey, Superintendent of
Financial Services of the State of New York,
as Rehabilitator of Financial Guaranty
Insurance Company

Dated: June 10, 2013

COMMERCE STREET INVESTMENTS; PARK
PLACE COMMERCE INVESTMENTS, LLC;
PRU ALPHA FIXED INCOME OPPORTUNITY
MASTER FUND I, L.P.; PRUCO LIFE
INSURANCE COMPANY; PRUCO LIFE
INSURANCE COMPANY OF NEW JERSEY;
PRUDENTIAL ANNUITIES LIFE ASSURANCE
CORPORATION; PRUDENTIAL INVESTMENT
PORTFOLIOS 2; PRUDENTIAL RETIREMENT
INSURANCE & ANNUITIES COMPANY;
TOTAL RETURN BOND FUND INC.;
PRUDENTIAL TRUST COMPANY; THE
GIBRALTAR LIFE INSURANCE COMPANY,
LTD.; THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA; THE PRUDENTIAL
SERIES FUND

By: Quinn Emanuel Urquhart & Sullivan, LLP

By: /s/ Daniel L. Brockett

Name: Daniel L. Brockett

Title: Counsel and Authorized Attorney-in-Fact
for Commerce Street Investments, Park
Place Commerce Investment, LLC, Pru
Alpha Fixed Income Opportunity Master
Fund I, L.P., Pruco Life Insurance
Company, Pruco Life Insurance Company of
New Jersey, Prudential Annuities Life
Assurance Corporation, Prudential
Investment Portfolios 2, Prudential
Retirement Insurance & Annuities
Company, Prudential Total Return Bond
Fund, Inc., Prudential Trust Company, The
Gibraltar Life Insurance Company, Ltd., The
Prudential Insurance Company of America,
The Prudential Series Fund

Dated: June 10, 2013

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., and THE BANK OF NEW
YORK MELLON as Trustee

By: Dechert LLP

By: Glenn E. Siegel

Name: Glenn E. Siegel

Title: Counsel to The Bank of New York Mellon
Trust Company, N.A., as Trustee and The
Bank of New York Mellon, as Trustee

Dated: June 10, 2013

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: Morgan, Lewis & Bockius LLP

By: /s/ James L. Garrity, Jr.
Name: James L. Garrity, Jr.
Title: Counsel to Deutsche Bank Trust Company
Americas, as Trustee of Certain Mortgage
Backed Securities Trusts

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Trustee

By: Morgan, Lewis & Bockius LLP

By: /s/ James L. Garrity, Jr.
Name: James L. Garrity, Jr.
Title: Counsel to Deutsche Bank Trust Company
Americas, as Trustee of Certain Mortgage
Backed Securities Trusts

Dated: June 10, 2013

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, solely in its capacity as Separate
Trustee in respect of certain of the RMBS Trusts

By: /s/ Thomas Musarra

Name: Thomas Musarra

Title: Senior Vice President

Dated: June 10, 2013

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: Quinn Emanuel Urquhart & Sullivan, LLP

By: /s/ Eric Winston

Name: Eric Winston

Title: Counsel and Authorized Attorney-in-Fact
for Massachusetts Mutual Life Insurance
Company

Dated: June 10, 2013

WILMINGTON TRUST, NATIONAL
ASSOCIATION, solely in its capacity as Indenture
Trustee for the Senior Unsecured Notes

By: /s/ Peter Finkel

Name: Peter Finkel

Title: Vice President

Dated: June 10, 2013

PAULSON & CO. INC., on behalf of funds and
accounts managed by it

By: /s/ Michael Waldorf
Name: Michael Waldorf
Title: Authorized Signatory

SO ORDERED.

Dated: June 10, 2013

New York, New York

/s/Martin Glenn

MARTIN GLENN

United States Bankruptcy Judge